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### IN VACATION.

**The Case of the Cat That Carried the Fire to the Cotton.**—Four Hindus, partners in business, bought some cotton bales. That the rats might not destroy the cotton they purchased a cat. They agreed that each of the four should own a particular leg of the cat, and each adorned with beads and other ornaments the leg thus apportioned to him. The cat, by an accident, injured one of its legs. The owner of that member wound around it a rag soaked in oil. The cat, going too near the hearth, set this rag on fire and, being in great pain, rushed in among the cotton bales, where she was accustomed to hunt rats. The cotton thereby took fire and was burnt up.

The three other partners brought suit to recover the value of the cotton against the fourth partner who owned this particular leg of the cat. The native judge examined the case, and this was his decision:

"The leg that had the oiled rag on it was hurt. The cat could not use that leg. In fact, it held up that leg and ran with the other three legs. The three unhurt legs therefore carried the fire to the cotton and are alone culpable. The injured leg is not to be blamed. The three partners who owned the three legs with which the cat ran to the cotton will pay one-quarter of the value of the bales to the partner who was the proprietor of the injured leg."—London Telegraph.

### BOOK REVIEWS.

All book reviews are by the editor in chief unless otherwise expressly stated.

**Lawyers' Reports Annotated**, New Series. Book 39. Burdett A. Rich, Henry P. Farnham, Editors. 1912. Rochester, New York. The Lawyers' Co-operative Publishing Company. Price \$4.00.

We find the cases in this volume as usual carefully selected and admirably annotated. The note on "Liability of Municipality upon Implied Contract for Labor Performed or Services Accepted by It," is a valuable supplement to the note in 27 L. R. A., N. S. 1125. The note on "Presumption as to Time of Alteration in Written Instrument and Its Effect on Burden of Proof," page 100, is of decided novelty and interest, as is "Applicability of Statutory Provision for Restoration of Property in Case of Divorce for Voluntary Gifts or Conveyances." The note on "Liability of Bank Directors in Case of Bad Loans and Investments," page 173, is also of much interest.

The note on "When is a Guarantee a Continuing One," on page 724, is one of peculiar value; and a note which will not fail to prove of interest in damage suits is to be found on page 1064 as to the "Power of Trial Court to Cure an Excessive Verdict by Requiring or Permitting a Reduction, Where True Measure of Damages Not Ascertainable by Mere Computation."

These are but a few of the exceedingly valuable and interesting notes to cases.